



South Carolina Department of Insurance

Capitol Center
1201 Main Street, Suite 1000
Columbia, South Carolina 29201

Mailing Address:
P.O. Box 100105, Columbia, S.C. 29202-3105
Telephone: (803) 737-6160

November 19, 2015

EXHIBIT A

NIKKI R. HALEY
Governor

RAYMOND G. FARMER
Director

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 DEC 1 AM 9 43

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
PRUDENTIAL INS CO OF AMERICA
c/o CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223-0000

Dear Sir:

On November 18, 2015, I accepted service of the attached Amended Summons and Amended Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C. Code Ann. § 15-9-270. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

You must promptly acknowledge in writing your receipt of this accepted process. When replying, please refer to File Number 160234, Michelle L. Demarco v. PRUDENTIAL INS CO OF AMERICA, et al., 2015-CP-23-06651.

By:

Sincerely Yours,

A handwritten signature in black ink, appearing to read "David E. Belton".

David E. Belton
Senior Associate General Counsel
(803)737-6132

Raymond G. Farmer
Director
State of South Carolina
Department of Insurance

Attachment

CC: John R. Peace
Post Office Box 8087
Greenville, SC 29604-8087

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Michelle L. Demarco,

Plaintiff,

vs.

The Prudential Life Insurance Company,
and Liberty Management Group,

Defendants.

IN THE COURT OF COMMON PLEAS
C.A. NO. 2015-CP-23-06651

ENTERED COMPUTER

COMPLAINT

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. [illegible]
2015 NOV 4 PM 12 34
WLG

Plaintiff Michelle L. Demarco, by and through her undersigned counsel, complaining of the above-named Defendants would respectfully show unto this Honorable Court the following:

JURISDICTION AND VENUE

1. Plaintiff Michelle L. Demarco is a citizen and resident of the State of South Carolina.
2. Prior to her disability, Plaintiff was an employee of Defendant Liberty Management Group. (hereinafter "Liberty Management Group").
3. At all times material to the allegations contained here, Plaintiff Michelle L. Demarco was a participant in the Liberty Management Short Term Disability Plan and Long Term Disability Plan (hereinafter collectively "the Plan").
4. Defendant Liberty Management Group created employee welfare benefits plans for the purpose of providing short term disability (STD) and long term disability (LTD) benefits to its employees.
5. Plaintiff is informed and believes that the name of the employee benefit plan in question is the Liberty Management Group Disability Plan (hereinafter "the Plan").

6. Defendant Liberty Management Group established and/or maintained a policy of group insurance with Defendant Prudential Life Insurance Company (hereinafter “Prudential”) in order to provide STD and LTD benefits to its employees who chose to participate in the Plan.
7. Defendant Prudential is the insurer and claims administrator of the Plan.
8. Defendants Liberty Management Group and Prudential are each fiduciaries with respect to the Plan.
9. The Plan is governed by the Employee Retirement and Income Security Act of 1974 (hereinafter “ERISA”), 29 U.S.C. § 1001, *et seq.*
10. Pursuant to 29 U.S.C. §1132(e), this Court has jurisdiction over Plaintiff’s claims.

FACTUAL ALLEGATIONS

11. Prior to her disability, Michelle L. Demarco enrolled in the LTD Plan.
12. Michelle L. Demarco’s last day at work was on or about August 8, 2014.
13. Since August 8, 2014, Plaintiff has been unable to perform the material and substantial duties of her Own Occupation, as well as Any Gainful Occupation, due to chronic restrictive pulmonary disease, fibromyalgia, and other pending diagnoses, including cognitive issues, headaches, vision disturbance and dizziness.
14. After she became disabled, Plaintiff applied for STD and LTD benefits.
15. By letter dated September 16, 2014, Prudential denied Plaintiff’s claim for STD and LTD benefits.
16. Plaintiff timely appealed Prudential’s 9/16/14 denial decision.
17. On September January 30, 2015, Defendant Prudential denied Plaintiff’s appeal.

18. Plaintiff submitted a second timely appeal of Defendant Prudential's denial decision.
19. On May 20, 2015, Defendant Prudential denied Plaintiff's second appeal.
20. Plaintiff has exhausted all administrative remedies under the Plan.
21. Despite Plaintiff's continuous total disability since August 8, 2014, Defendants have wrongfully failed to pay STD and LTD benefits to Plaintiff as required by the Plan.

CAUSE OF ACTION

Plaintiff's Claim for LTD, pursuant to 29 U.S.C. §§ 1132(a)(1)(B)

22. Plaintiff incorporates all prior allegations herein, where not inconsistent, as if fully set forth herein.
23. Plaintiff has been totally disabled from performing the material duties of her regular occupation or any other occupation for which she is reasonably qualified since August 8, 2014.
24. Plaintiff is entitled to STD and LTD benefits under the Plan.
25. Plaintiff has been totally disabled from performing the material duties of her Own Occupation, as well as Any Gainful Occupation for which he is capable of performing by way of education, training, or experience, and is entitled to STD and LTD benefits to her retirement age under the terms of the Plan as described above.
26. Plaintiff seeks STD and LTD benefits under the terms of the Plan, to enforce her rights under the terms of the Plans, and to clarify his rights to future benefits under the terms of the Plans, pursuant to 29 U.S.C. §1132(a)(1)(B).
27. Plaintiff respectfully requests that the Court order each Defendant to pay all amounts due and owing for the Plaintiff's STD and LTD benefits under the terms of the Plan pursuant

to 29 U.S.C. § 1132(a)(1)(B).

28. Pursuant to 29 U.S.C. §1132(g), Plaintiff also respectfully requests that the court grant Plaintiff's attorneys fees and costs.

WHEREFORE, Plaintiff Michelle L. Demarco prays for judgment directing Defendants to pay Plaintiff's STD and LTD benefits pursuant to the Liberty Management Group Long Term Disability Plan, attorneys fees and costs, and all such further relief as the Court deems just and proper.

Respectfully Submitted,



John R. Peace, Esq.
PO Box 8087
1225 S. Church Street
Greenville, SC 29604-8087
Ph- (864) 298-0500
Fax- (864) 271-3130

Attorney for Plaintiff Michelle L. Demarco

November 4, 2015